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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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04/14/2004

Nathan Tad Czyzewski

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01/13/2009

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EXAMINER

MAGUIRE, LINDSAY M

ART UNIT

PAPER NUMBER

3692

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DELIVERY MODE

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/823,540	Applicant(s) CZYZEWSKI ET AL.	
	Examiner LINDSAY M. MAGUIRE	Art Unit 3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 15 December 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-45 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-45 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This Non-Final Office action is in response to the application filed on April 14, 2004, the amendments filed on June 16, 2008, and the Request for Continued Examination filed on December 15, 2008.

Continued Examination Under 37 CFR 1.114

A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on December 15, 2008 has been entered.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-17 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

A claimed process is eligible for patent protection under 35 U.S.C. § 101 if:

"(1) it is tied to a particular machine or apparatus, or (2) it transforms a particular article into a different state or thing. See Benson, 409 U.S. at 70 ('Transformation and reduction

of an article 'to a different state or thing' is the clue to the patentability of a process claim that does not include particular machines.'). Diehr, 450 U.S. at 192 (holding that use of mathematical formula in process 'transforming or reducing an article to a different state or thing' constitutes patent-eligible subject matter); see also Flook, 437 U.S. at 589 n.9 ('An argument can be made [that the Supreme] Court has only recognized a process as within the statutory definition when it either was tied to a particular apparatus or operated to change materials to a 'different state or thing' '); Cochrane v. Deener, 94 U.S. 780, 788 (1876) ('A process is...an act, or a series of acts, performed upon the subject-matter to be transformed and reduced to a different state or thing.').⁷ A claimed process involving a fundamental principle that uses a particular machine or apparatus would not pre-empt uses of the principle that do not also use the specified machine or apparatus in the manner claimed. And a claimed process that transforms a particular article to a specified different state or thing by applying a fundamental principle would not pre-empt the use of the principle to transform any other article, to transform the same article but in a manner not covered by the claim, or to do anything other than transform the specified article." (*In re Bilski*, 88 USPQ2d 1385, 1391 (Fed. Cir. 2008))

Claims 1-17 are not tied to a particular machine or apparatus nor do they transform a particular article into a different state or thing; therefore, claims 1-17 are non-statutory under § 101.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-45 are rejected, in view of the 35 USC 101 rejections (as advanced above), under 35 U.S.C. 103(a) as being unpatentable over “The Philadelphia Inquirer Personal Finance Column” (Brown) in view of “J.D. Power and Associates 1998 Credit Cardholder Satisfaction Study Ranks Wal-Mart MasterCard from Chase Highest in Customer Satisfaction For Both Basic and Gold Cards” (Business Editors).

Regarding claims 1-5 and 8, Brown discloses a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment and a maximum interest rate for the transferred balance (lines 26 -28). Brown further discloses that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); that the account initiation fee is based upon the size of the balance transferred (lines 32-33); defining attributes for the balance transfer sub-account further comprises defining a pay-off date for the balance transfer sub-account (lines 1-2); that the financial account is a credit card account (line 1); and allocating a payment received from the customer between the credit line sub-account and the balance transfer sub-account based on the attributes (lines 18-31).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 15 and 17, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising: a maximum required periodic payment (i.e. required monthly payments, lines 26-27)) an interest rate of 0% for the transferred balance (line 1), and a balance transfer fee that is based upon the size of the transferred balance. Brown further discloses that allocating the payment received from the customer comprises applying the payment received from the customer toward a minimum periodic payment on the transferred balance in the transfer sub-account before applying the payment toward a minimum periodic payment on the credit line sub- account (lines 17-25).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 18 and 19, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and means for defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (lines 26-28; i.e. the payment minimum) and a maximum interest rate that are fixed (lines 1-2). Brown further discloses that the means for creating a financial account comprises means for creating credit card account (lines 1-2).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would

have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 26 and 28, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and means for defining attributes for the balance transfer sub-account, the attributes comprising: a maximum required periodic payment (i.e. monthly required payment, line 27) and an interest rate of 0% for a balance transferred (line 1), and a balance transfer fee that is based upon an amount of the transferred balance (lines 32-33). Brown further discloses means for applying a payment received from the customer toward a minimum periodic payment on the transferred balance in the balance transfer sub-account before applying the payment toward a minimum periodic payment on the credit line sub-account (lines 17-25).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made

to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 29-33 and 36, Brown discloses a financial account, the method comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment and a maximum interest rate for the transferred balance (lines 26-28). Brown further discloses that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); that the account initiation fee is based upon the amount of the transferred balance (lines 32-33); defining attributes for the balance transfer sub-account further comprises defining a pay-off date for the balance transfer sub-account (lines 1-2); that the financial account is a credit card account (line 1); and allocating a payment received from the customer between the credit line sub-account and the balance transfer sub-account based on the attributes (lines 18-31).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account

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at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

With respect to claims 43 and 45, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25); and defining attributes for the balance transfer sub-account, the attributes comprising: a maximum required periodic payment (i.e. required monthly payment, line 27) and an interest rate of 0% for a balance transferred (lines 1-2), and the transferred balance fee that are based upon the amount of the at least one transferred balance (lines 32-33). Brown further discloses that the method further comprises allocating the payment received from the customer comprises applying the payment toward a minimum periodic payment on the transferred balance in the balance transfer sub-account before applying the payment toward a minimum periodic payment on the credit line sub-account (lines 17-25); and allocating a payment received from the customer between the credit line sub-account and the balance transfer sub-account based on the attributes (lines 18-31).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

Regarding claims 9-14, Brown discloses a financial account, comprising: creating a financial account for a customer, the financial account comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses wherein the attributes comprise a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payments") and a maximum interest rate for the balance transferred (lines 1-2); that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); and the financial account is a credit card account (line 1); and allocating a payment received from the customer between the credit line sub-account and the balance transfer sub-account based on the attributes (lines 18-31).

Brown discloses the financial account, as advanced above, with the exception of explicitly that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly stating that the customer agrees to pay off the balance transferred by the pay-off date and disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future. Furthermore, Brown warns that to not pay-off the balance transferred by the specified date could incur huge penalties. Therefore, since it is old and well known in the art of loans, that to not pay-off a loan by the specified time involves at least monetary repercussions, that a customer would be agreeing to pay-off the loan by the

specified date or they are accepting the monetary repercussions that come along with not paying (Brown lines 28-31).

Regarding claims 20-25, Brown discloses a financial account, comprising: means for creating a financial account for a customer, the financial account comprising a credit line sub-account for managing purchases by a customer and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses means for defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payments") and a maximum interest rate for the balance transferred (lines 26-28; i.e. the payment minimum); that the maximum required periodic payment is defined as a fixed amount (line 1); that the maximum interest rate is defined as 0% (line 2) and the system further comprises means for defining an account initiation fee for the balance transfer sub-account (lines 32-33); and the means for creating a financial account comprises means for creating a credit card account (line 1).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made

to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, wherein the pay-off date reflects a date that the customer agrees to pay off the balance transferred, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future. Furthermore, Brown warns that to not pay-off the balance transferred by the specified date could incur huge penalties. Therefore, since it is old and well known in the art of loans, that to not pay-off a loan by the specified time involves at least monetary repercussions, that a customer would be agreeing to pay-off the loan by the specified date or they are accepting the monetary repercussions that come along with not paying (Brown lines 28-31).

With respect to claims 37-42, Brown discloses a financial account, the method comprising: creating a financial account for a customer, the financial account

comprising: a credit line sub-account for managing purchases by the customer (lines 17-25); and a balance transfer sub-account for managing at least one balance transferred by the customer (lines 17-25). Brown further discloses that the method further comprises defining attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment (which is well known in the art as a "payment minimum" or "required monthly payment") and a maximum interest rate that are fixed for the life of the balance (lines 26-28); that the maximum required periodic payment is defined as a fixed amount (lines 26-28; i.e. the payment minimum); that the maximum interest rate is defined as 0% (line 2) and the method further comprises defining, for the balance transfer sub-account, an account initiation fee (lines 32-33); and that the financial account is a credit card account (line 1); and allocating a payment received from the customer between the credit line sub-account and the balance transfer sub-account based on the attributes (lines 18-31).

Brown discloses the financial account, as advanced above, with the exception of explicitly stating that the defining attributes are fixed for the life of the financial account at a time when the financial account is opened. Business Editors disclose a fixed interest rate on balance transfers for the life of the loan (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Brown, in view of the teachings of Business Editors, for the basic reason on offering an addition incentive to potential customers.

While Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, wherein the pay-off date reflects a date that the customer agrees to pay off the balance transferred, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future. Furthermore, Brown warns that to not pay-off the balance transferred by the specified date could incur huge penalties. Therefore, since it is old and well known in the art of loans, that to not pay-off a loan by the specified time involves at least monetary repercussions, that a customer would be agreeing to pay-off the loan by the specified date or they are accepting the monetary repercussions that come along with not paying (Brown lines 28-31).

Brown discloses the method/system/computer readable medium as recited above, with the exception of requiring: (a) defining the pay-off date for the balance transfer sub-account comprises receiving a desired pay-off date from the customer (claims 6, lines 1-2; claim 34, lines 1-3); (b) wherein the transferred balance equivalent to an amount an issuer of the financial account pays an original debt holder at the time

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when the financial account is created (claims 7, lines 1-3; claim 35, lines 1-3); and (c) providing the customer with a draft mechanism for transferring an additional balance to the balance transfer sub-account, up to a predetermined limit (claims 16, lines 1-3; claim 27, lines 1-3; claim 44, lines 1-3).

Regarding (a), while Brown does not explicitly disclose customizing a pay-off date for the balance transferred to the balance transfer sub-account, Business Editors disclose the act of selecting your own billing due dates (abstract). Therefore, it would have been obvious to one of ordinary skill in the art at the time of invention to modify Brown, in view of the teachings of Business Editors, to customize their payoff date, i.e. in choosing their billing due date, for the basic reason of offering customers an additional incentive to use their product. Further, it would have been obvious for the customer to select a payoff date based on information about future financial plans of a customer for the basic reason that a customer would chose the date that would be best for them and their future.

With respect to (b), it is considered to be old and well known in the art that when you transfer the balance of one credit card (A) to a new credit card (B) that the issuer of credit card B pays off the balance of credit card (A), since otherwise the system would not function correctly, and the user would be left with dual balances and therefore there would be no incentive for the user to transfer balances.

Regarding (c), it is considered to be old and well known in the art to be able to transfer multiple balances to a new credit account up to a predetermined limit (i.e. the credit limit) for the basic reason of the issuer of the credit card wanting to obtain as much of the customers business as possible.

Response to Arguments

Applicant's arguments filed December 15, 2008 have been fully considered but they are not persuasive.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, both Brown and JD Power both seek to solve the same problem, which is creating a credit card that meets user needs and offers flexibility.

In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208

USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

Conclusion

Examiner has pointed out particular references contained in the prior arts of record in the body of this action for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the response, to consider fully the entire references as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior arts of disclosed by the examiner.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to LINDSAY M. MAGUIRE whose telephone number is (571)272-6039. The examiner can normally be reached on M-F: 7-4.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Lindsay M. Maguire
1/9/09
/Lindsay M Maguire/
Examiner, Art Unit 3692

/Kambiz Abdi/
Supervisory Patent Examiner,
Art Unit 3692